

RECORDATION NO. **6690-EEEE** **EEEE** **FILED**

ALVORD AND ALVORD
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AUG 29 '01 **10-26 AM**
TS
SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

August 27, 2001

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Termination and Release of Lien (Amtrak Trust HS-EDC-3) dated as of August 22, 2001, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement which was previously filed with the Commission under Recordation Number 6690-MMMM.

The names and addresses of the parties to the enclosed document are:

Secured Party:	Federal Railroad Administration 400 Seventh Street, S.W. Washington, D.C. 20590
Lessee:	National Railroad Passenger Corporation 60 Massachusetts Avenue, N.E. Washington, D.C. 20002
Owner Trustee:	Wilmington Trust Company Rodney Square North 1100 North Market Street Wilmington, Delaware 19801

Mr. Vernon A. Williams
August 27, 2001
Page Two

A description of the railroad equipment covered by the enclosed document is:

Locomotive AMTK 653 and High-Speed Trainset Number 16 bearing AMTK reporting marks and road numbers attached hereto.

A short summary of the document to appear in the index follows:

Termination and Release of Lien by the Federal Railroad Administration

Also enclosed is a check in the amount of \$28.00 payable to the order of the Surface Transportation Board covering the required recordation fee and cross indexing fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/anm
Enclosures

AMTRAK TRUST HS-EDC-3

DESCRIPTION OF UNITS

(AMTRAK TRUST HS-EDC-3)

<u>Equipment Type</u>	<u>Amtrak Equipment Numbers</u>
One (1) Dual-Cab, High Horsepower Electric Locomotive manufactured by Bombardier Corporation and Alstom Transportation Inc.	AMTK 653
High-Speed Trainset Number 16 manufactured by Bombardier Corporation and Alstom Transportation Inc., consisting of:	
Two (2) Power Cars	AMTK 2012 AMTK 2013
One (1) First Class Car	AMTK 3205
Three (3) Coach Cars	AMTK 3515 AMTK 3550 AMTK 3514
One (1) Bistro Car	AMTK 3313
One (1) End Coach Car	AMTK 3407

RECORDATION NO. **6690-EEEE** **EEEE**

**TERMINATION AND RELEASE OF LIEN
(AMTRAK TRUST HS-EDC-3)**

AUG 29 '01

10-26

SURFACE TRANSPORTATION BOARD

THIS TERMINATION AND RELEASE OF LIEN (AMTRAK TRUST HS-EDC-3) dated as of August 29, 2001 (this "*Agreement*"), is among the Administrator of the Federal Railroad Administration of the United States Department of Transportation (the "*Administrator*"), acting (unless otherwise specified herein) on behalf of and as the delegate of the Secretary of the Department of Transportation (the "*Secretary*"), the National Railroad Passenger Corporation ("*Amtrak*") and Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as trustee (the "*Owner Trustee*").

WHEREAS, pursuant to a Security Agreement dated October 5, 1983, between the Administrator and Amtrak (the "*FRA Security Agreement*"), Amtrak assigned to the Administrator all of its right, title and interest to certain rolling stock, including rolling stock acquired after the date of the FRA Security Agreement, subject to the terms and provisions of the FRA Security Agreement;

WHEREAS, as set forth in that certain Participation Agreement (Amtrak Trust HS-EDC-3) dated as of November 1, 2000, among Amtrak, the Owner Participant named therein, Export Development Corporation, as Loan Participant, Allfirst Bank, not in its individual capacity, but solely as Indenture Trustee, and Wilmington Trust Company, not in its individual capacity, except as otherwise expressly provided therein, but solely as Owner Trustee (as amended, supplemented or otherwise modified from time to time, the "*Participation Agreement*"), Amtrak will, with respect to the units of rolling stock identified in Schedule I hereto (together with any replacements and substitutes therefor, the "*Equipment*"), sell, transfer and assign all of its right, title and interest in and to the Equipment and the French Leasehold Interest pursuant to the Assignment (Cession), to Owner Trustee and will leaseback such Equipment from Owner Trustee pursuant to that certain Lease of Railroad Equipment (Amtrak Trust HS-EDC-3) dated as of November 1, 2000, between Amtrak and Owner Trustee;

NOW, THEREFORE, in order to induce, and in consideration of, Owner Trustee entering into the transactions contemplated by the Participation Agreement, the parties hereto agree as follows:

1. All right, title and interest of the Administrator in and to the Equipment (including the French Leasehold Interest) is hereby terminated and released.

2. The Administrator represents and warrants that (a) neither the execution nor delivery of this Agreement nor fulfillment nor compliance with the terms and provisions hereof will conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which it, the Secretary or the United States Government is now subject, (b) this Agreement constitutes the legal and valid obligation and contract of the Administrator and the Secretary, enforceable against the Administrator and the Secretary in accordance with its terms, and (c) he has full authority to terminate and release all of its right, title and interest in and to the Equipment.

3. This Agreement may be amended only by an agreement in writing signed by the parties hereto and shall specifically refer to itself as an amendment thereto. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

4. Nothing in this Agreement affects any priority which may be claimed by Owner Trustee by operation of law including, but not limited to, title 49 U.S.C. § 11301, the Uniform Commercial Code, and other applicable state and federal law.

5. Amtrak hereby consents and agrees to the terms of the foregoing.

6. Owner Trustee represents and warrants that the entering into and the performance of the terms of this Agreement are within its corporate powers and have been duly authorized by all necessary corporate actions, and are not in violation of any law, statute, regulation or decree.

7. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Agreement have the respective meanings specified therefor in Annex A to the Participation Agreement.

[signature pages follow on next page]

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties
hereto have executed this Agreement.

FEDERAL RAILROAD ADMINISTRATION

By: Elizabeth Monro
Name: ELIZABETH MONRO
Title: FEDERAL ADMINISTRATOR

NATIONAL RAILROAD PASSENGER
CORPORATION

By: _____
Name: Dale M. Stein
Title: Treasurer

WILMINGTON TRUST COMPANY, not in its
individual capacity, but solely as Owner
Trustee

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties
hereto have executed this Agreement.

FEDERAL RAILROAD ADMINISTRATION

By: _____
Name:
Title:

NATIONAL RAILROAD PASSENGER
CORPORATION

By: Dale M. Stein
Name: Dale M. Stein
Title: Treasurer

WILMINGTON TRUST COMPANY, not in its
individual capacity, but solely as Owner
Trustee

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties
hereto have executed this Agreement.

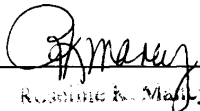
FEDERAL RAILROAD ADMINISTRATION

By: _____
Name:
Title:

NATIONAL RAILROAD PASSENGER
CORPORATION

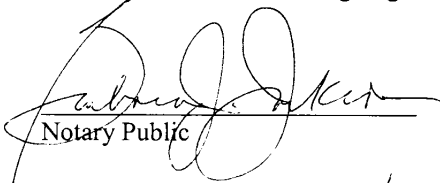
By: _____
Name: Dale M. Stein
Title: Treasurer

WILMINGTON TRUST COMPANY, not in its
individual capacity, but solely as Owner
Trustee

By:  _____
Name: R. J. Maffey
Title: Assistant Vice President

DISTRICT OF COLUMBIA)
) SS.:
)

On this 14th day of August, 2001, before me personally appeared Elizabeth Munro, to me personally known, who being by me duly sworn, says that he/she is the Deputy Administrator of the FEDERAL RAILROAD ADMINISTRATION, who acknowledged himself/herself to be a duly authorized officer of the FEDERAL RAILROAD ADMINISTRATION, and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.


Notary Public

My Commission Expires: 11/14/04

DISTRICT OF COLUMBIA)
) SS.:
)

On this 3 day of August 2001, before me personally appeared Dale M. Stein, to me personally known, who being by me duly sworn, says that he is the Treasurer of NATIONAL RAILROAD PASSENGER CORPORATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

Carla A. Jones
Notary Public, District of Columbia
My Commission Expires 04-30-2006

My Commission Expires: _____

STATE OF DELAWARE)
) SS.:
COUNTY OF NEW CASTLE)

On this 3rd day of August, 2001, before me personally appeared Roseline K. Maney, to me personally known, who being by me duly sworn, says that he/she is the Assistant Vice President of WILMINGTON TRUST COMPANY, that said instrument was signed on behalf of said Delaware banking corporation by authority of its Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of Wilmington Trust Company.


Notary Public

SUSANNE M. GULA
NOTARY PUBLIC

My Commission Expires: My Commission Expires November 21, 2001

SCHEDULE I TO TERMINATION
AND RELEASE OF LIEN

DESCRIPTION OF UNITS

AMTRAK TRUST HS-EDC-3

<u>Equipment Type</u>	<u>Amtrak Equipment Numbers</u>
One (1) Dual-Cab, High Horsepower Electric Locomotive manufactured by Bombardier Corporation and Alstom Transportation Inc.	AMTK 653
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